

Executive Risk Solutions Policy



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How to make a claim



Write to us at:
Financial Lines Claims Team,
Zurich Insurance Company Ltd,
70 Mark Lane, London, EC3R 7NQ



Email us at:
professionalandfinancial.lines.newclaims@uk.zurich.com

Data protection statement

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via www.zurich.co.uk/dataprotection

How you can contact us

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via gbz.general.data.protection@uk.zurich.com or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

Important notes

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to any relevant database.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Our complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Claims contact details and additional benefits

Claims Notification

To notify a claim please contact us:



Financial Lines Claims, Zurich Insurance Company Ltd, 70 Mark Lane, London, EC3R 7NQ



professionalandfinancial.lines.newclaims@uk.zurich.com

Risk Management Advice Line

Call 0800 302 9052

To help **you** proactively identify and manage issues before they occur, this helpline operates during normal business hours, providing free practical guidance on risk issues such as property, security, food hygiene, business continuity, environmental and health and safety management.

Please note that this helpline includes services provided by Zurich Management Services Ltd and may include services provided by third parties.

The following services are provided by ARAG Legal Expenses Insurance Company Limited.

ARAG Helplines, Employment Manual and ARAG Businesslaw

You can contact **our** UK-based call centre 24 hours a day, seven days a week during the **period of insurance**. However, **we** may need to arrange to call **you** back depending on the enquiry. To help **us** check and improve **our** service standards, **we** may record all calls. When phoning, please quote **your** policy number and the name of the insurance provider who sold the policy.

Meaning of words

The following words have these meanings wherever they appear in this section in **bold**:

business

The business declared to **us** and covered by the commercial policy to which this section attaches.

insured person

- (a) **You** and the directors, partners, managers, employees and any other individuals declared to **us** by **you**.
- (b) A person contracted to work for **you** who works for **you** on the same basis as **your** employees, and performs that work under **your** supervision and direction.

we, us, our, ARAG

ARAG Legal Expenses Insurance Company Limited.

you, your

The **business** that has taken out the commercial policy to which this section attaches.

Please note that use of the advice lines below does not constitute a notification of a claim to Zurich Insurance Company Ltd.

Legal advice – Call 0117 934 0101

Advice can be provided on any commercial legal problem affecting **your business** under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However, if this is not possible they will arrange to call **you** back at a time to suit **you**.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, **we** will refer **you** to one of **our** specialist advisers.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, **we** will arrange to call **you** back.

Tax advice – Call 0117 934 0101

Advice can be provided on any tax matters affecting the **business**, under UK law.

This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will arrange to call you back.

Counselling service – Call 0344 893 9012

We will provide the **insured person** (and any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us** or Zurich Insurance Company Ltd.

The counselling service helpline is open 24 hours a day, seven days a week.

Employment Manual – Visit www.arag.co.uk/customer/business-legal-expenses-insurance/employment-manual

The ARAG Employment Manual offers comprehensive, up to date guidance on employment law. To view it, please visit www.arag.co.uk/customer/business-legal-expenses-insurance/employment-manual

If you'd like notifications of when updates are made to the Employment Manual, please email us at employmentmanual@arag.co.uk

ARAG Businesslaw – Visit www.aragbusinesslaw.co.uk

ARAG Businesslaw contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help you with the day-to-day running of your business, as well as helping to manage your exposure to legal risk.

ARAG Businesslaw's document builders can help you quickly create documents such as:

- HR policies
- T&C documentation
- Privacy statements
- Copyright and trademark licences
- Data protection policy
- Employee contracts
- Debt recovery letters.

In addition, ARAG Businesslaw contains hundreds of regularly updated expert guides and videos on topics such as branding, crowdfunding, financial and tax planning, and marketing strategy to help build and grow **your business**.

How do I get started?

1. Visit www.aragbusinesslaw.co.uk;
2. Enter **DASBZUR100** into the 'voucher code' text box and press Validate Voucher;
3. Fill out your name and email address, create a password, and specify the type of business;
4. Validate the email address by pressing the link in the confirmation email that is received.

In using these services you acknowledge that all rights and obligations relating to the provision of these services rest with ARAG and that you will have no recourse to Zurich Insurance Company Ltd in this regard.

How to make a complaint

We always aim to give you a high quality service. If you think we have let you down, you can contact us by:

- phoning **0344 893 9013**
- emailing **customer-relations@arag.co.uk**
- writing to the **Customer Relations Department, ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW**
- completing our online complaint form at **www.arag.co.uk/complaints**

Further details of our internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if we've been unable to respond to your complaint within 8 weeks, you may be able to contact the Financial Ombudsman Service for help. This is a free complaint resolution service for eligible complaints. (Details available from **www.financial-ombudsman.org.uk**).

Data protection

To comply with data protection regulations **we** are committed to processing personal information fairly and transparently. Please refer to www.arag.co.uk/privacy for **ARAG's** privacy notice and details of **your** rights.

ARAG, Zurich Management Services Ltd and Zurich Insurance Company Ltd will not accept responsibility if any of the helpline services are unavailable for reasons **ARAG**, Zurich Management Services Ltd and Zurich Insurance Company Ltd cannot control.

Your Executive Risk Solutions policy

This policy is a contract between **you** and **us**.

This policy, statement of facts, any schedule and endorsements should be read as if they are one document.

We will insure **you** under those sections stated in the schedule as insured during any period of insurance for which **we** have accepted **your** premium. **Our** liability will in no case exceed the amount of any limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract

In the UK the law allows both **you** and **us** to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon **your** address stated in the schedule. If there is any dispute as to which law applies it will be English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this policy, statement of facts, any schedule and endorsement carefully and if they do not meet **your** needs contact **us** or **your** broker or insurance intermediary.

Definitions

Certain words in this policy have special meanings. These words and their meanings are detailed in this section and apply wherever **we** have printed them in bold throughout.

Act of fraud or dishonesty

Any single, continuous or repeated act of fraud or dishonesty.

Additional costs

- a) renting fee for temporary replacement equipment and temporary additional premises
- b) costs of additional external workforce and overtime of **employees**
- c) costs related to transportation of equipment or documents which have been incurred by the **insured company**.

Assets

Money, property or **securities** belonging to the **insured company** or under the **insured company's** custody and control and for which the **insured company** is legally liable.

Benefits

- a) Any type of compensation or the equivalent value thereof other than salary and wages including but not limited to:
 - i) perquisites, fringe benefits, bonus payments
 - ii) incentive or deferred compensation
 - iii) the value of any actual, beneficial or contingent rights to benefits, incentives or other compensation whose value is imputed or derived in any way from the value of the **insured company's securities** including but not limited to, share options, share grants, restricted shares or share warrants
 - iv) medical or insurance benefits and payments due to any person in connection with an **employee benefit** plan or **pension scheme**.
- b) With respect to Section D only any obligation under a **pension scheme** and/or other **employee benefits** scheme to a participant in or beneficiary of a **pension scheme** which is a payment of money or property, or the grant of a privilege, right, option or perquisite.

Business

The **insured company's** usual activities as stated in the schedule.

Change of control

Where any person, entity or group:

- a) acquires more than 50% of **your** share capital; or
- b) acquires the majority of the voting rights in **you**; or
- c) assumes the right to appoint or remove the majority of **your** board of directors or equivalent positions; or
- d) assumes control pursuant to written agreement with other shareholders over the majority of the voting rights in **you**; or
- e) merges with **you** such that **you** are not the surviving entity; or
- f) is appointed to an **insured company** as a trustee in bankruptcy, receiver, liquidator or administrator or similar official or person

or

For Section D – Benefit plan liability only. The winding up of the **pension scheme** that will be deemed to have occurred on the date of the final asset distribution made from a **pension scheme** which has terminated.

Civil fines and penalties

Civil, administrative or regulatory monetary penalties directly assessed against a **director or officer** or an **outside entity executive** for a violation of any law, regulation or statute not including punitive, exemplary or multiple damages but only where:

- a) such violations are not knowing, wilful or criminal; and
- b) such penalties are insurable under the internal laws of the jurisdiction in which such penalties were assessed or levied.

Claim

- a) A written demand for compensation, monetary damages or non-monetary relief alleging any **wrongful act**
- b) a civil proceeding, suit or counter-claim for compensation, monetary damages or non-monetary relief commenced by the service of a claim form or similar pleading alleging any **wrongful act**
- c) a formal notice of a criminal proceeding alleging any **wrongful act**
- d) a formal notice of an arbitration proceeding alleging any **wrongful act**
- e) a formal administrative or regulatory proceeding commenced by the service on an **insured** of a notice of charges or similar document against an **insured** alleging any **wrongful act**
- f) an **investigation** of the **insured company** when identified in writing by any **official body** where a criminal, administrative or regulatory proceeding may be commenced
- g) an investigation of an **insured person** in their insured capacity as such when that **insured person** is identified in writing by an **official body** as a person against whom a criminal, administrative or regulatory proceeding may be commenced.

Provided always that a **claim** will not include any labour or grievance arbitration or other proceeding pursuant to an employment collective bargaining or union agreement.

Counterfeiting

The intentional imitation of any currency notes or coins such that the **insured company** is deceived on the basis of the quality of the imitation to believe that the imitation is the authentic original currency.

Customer

An entity or individual to whom the **insured** sells goods or provides services under a written contract.

Data protection breach

A breach of any data protection regulation imposed by statute or by an **official body** including but not limited to a breach of the General Data Protection Regulation.

Defence costs

Reasonable fees, costs, charges or expenses necessarily incurred by an **insured** with **our** prior written consent in the investigation, defence, adjustment, settlement or appeal of any **claim** made or brought against that **insured**.

Provided always that **defence costs** will not include **investigation costs** and will not include remuneration payable to the **insured company** or an **insured person's** or **employee's** cost of their time or costs or overheads of any **insured company**.

Director or officer

Any natural person who is:

- a) a past, present or future director, officer, management committee member, member of the board of managers, supervisory board member, management board member or governor of the **insured company** elected or appointed according to law
- b) a past, present or future de facto director or officer or any natural person who is deemed a shadow director as defined in Section 251 of the Companies Act 2006 of the **insured company**
- c) employed by the **insured company** to whom the Financial Conduct Authority has given its approval to perform one or more of the controlled functions 1-30 for a company pursuant to Section 59 of the Financial Services and Markets Act 2000
- d) named as a prospective director in the listing particulars or prospectus for a public offering issued by the **insured company**.

Discovered or Discovery

The moment at which **you** or any **director or officer, partner, member, departmental head** or other senior manager or the equivalent thereof becomes aware of any fact that gives reasonable grounds to believe that the insured loss under this policy has been or may be incurred even though the exact amount or details of the loss may not then be known.

Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the **insured company**
- b) a worker as defined in Section 230(3) of the Employment Rights Act 1996

- c) employed by the **insured company** or for the **insured company** on a labour only basis
- d) hired or borrowed by the **insured company** from another employer
- e) a voluntary helper or under a work experience or similar scheme

and working under the **insured company's** direct control or supervision in connection with the **insured company's** business.

Provided always that for the purposes of Section E of this policy the following are excluded:

- i) any **partner** or **member**
- ii) any **employee** who at the time of committing any **act of fraud or dishonesty** controls more than five per cent of the issued share capital of the **insured company**.

Employment claim

- a) A **claim** in respect of an **employment wrongful act** which is brought and maintained by or on behalf of any past, present, future or prospective **employee** of the **insured company** or employee of an **outside entity** against an **insured**
- b) a **claim** brought by any natural person who is not an **employee** alleging harassment or discrimination.

Employment wrongful act

In relation to an **insured** or where applicable the **outside entity** any actual or alleged:

- a) wrongful or unfair dismissal, discharge or termination of employment
- b) breach of any oral or implied employment contract or quasi-employment contract
- c) employment related misrepresentation
- d) violation of employment discrimination laws
- e) illegal workplace harassment including sexual harassment
- f) wrongful failure to promote
- g) wrongful discipline
- h) wrongful deprivation of a career opportunity
- i) wrongful demotion
- j) negligent evaluation
- k) negligent retention
- l) employment related invasion of privacy
- m) employment related defamation, humiliation, libel or slander
- n) failure to adopt workplace or employment practices, policies and procedures
- o) illegal retaliatory treatment or victimisation of **employees** including retaliation in violation of whistleblower statutes
- p) employment related infliction of emotional distress in connection with a violation listed above in this definition.

Excess

The amount stated in this policy, the schedule or any endorsement for which **you** will be responsible and which will be deducted from any payment under this policy after all other terms and conditions have been applied. The excess will be applicable to **defence costs**.

Extended reporting period

An additional period immediately following the expiry of this policy during which **you** may report:

- a) any **claim** that related to events occurring prior to the expiry of this policy
- b) any **financial loss** that occurred prior to the expiry of this policy.

Extortion

A threat to personally injure any **employee, director or officer** or their family members or to damage or destroy any **assets** or computer systems, software or programs owned by the **insured company** or for which the **insured company** is legally liable.

Extradition

A formal request, **claim**, warrant for arrest or other proceedings pursuant to the provisions of the Extradition Act 2003 or similar legislation in any other jurisdiction around the world.

Financial institution

Any bank including any merchant or investment bank, finance company, hedge fund, insurance or reinsurance company, mortgage bank, savings and loan association, building society, credit union, stockbroker, investment trust, asset management company, fund manager or any entity established principally for the purpose of carrying out commodities, futures or foreign exchange trading or any other similar entity.

Financial loss

Applicable to Sections A, B, C and D:

- a) Damages, judgments, awards or settlements in respect of any **wrongful act** that **an insured** becomes legally liable to pay
- b) **defence costs**
- c) **investigation costs**
- d) reasonable legal fees, costs and expenses necessarily incurred by an **insured person** with **our** prior written consent to obtain legal advice or to bring or defend proceedings including by way of judicial review or by way of other challenge to the political executives' decision to order an **insured person's extradition** and to pursue appeals including appeals to the European Court of Human Rights
- e) **prosecution costs**
- f) the reasonable premium but not collateral for a bond or other financial instrument to guarantee for up to 12 months an **insured person's** contingent obligation for a specific amount required by a court hearing a **claim**
- g) costs payable in relation to shareholder derivative **claims**
- h) punitive, exemplary, aggravated and multiple damages imposed upon **an insured** if and only to the extent that such damages are insurable under the internal laws of the applicable jurisdiction most favourable to **you** including without limitation the jurisdiction in which the **insured, we** or such **claim** is located
- i) **pre-claim costs**
- j) **kidnap response costs**
- k) costs payable in relation to Court attendance costs
- l) costs payable in relation to an Insolvency hearing
- m) costs payable in relation to Loss of documents
- n) costs payable in relation to Mitigation costs
- o) costs payable in relation to Reputational recovery costs.

Provided always that **financial loss** will not include:

- i) taxes, other than Section A – Extension 3 – Corporate taxation and employee compensation
- ii) employee compensation other than Section A – Extension 3 – Corporate taxation and employee compensation and damages awarded to an **employee** in settlement of an **employment claim**
- iii) social security contributions
- iv) fines or penalties imposed by law other than:
 - 1) Section A – Extension 2 – Civil fines and penalties; and
 - 2) Section B – Extension 4 – Data protection breach – part d)
- v) damages that are uninsurable under the law pursuant to which this policy will be construed
- vi) **benefits** other than Section D – Benefit plan liability and only to the extent that payment of such **benefits** is based upon a covered **wrongful act** of a **trustee** and that such **benefits** are payable as a personal obligation of a **trustee**
- vii) the costs to comply with any injunctive, interim or other non-monetary relief or any agreement to provide such relief
- viii) expenses including but not limited to legal and professional fees incurred in testing for, monitoring, cleaning up, removing, containing, treating, neutralising, detoxifying or assessing the effects of **pollutants**.

Applicable to Section E:

Direct financial loss of any **property, money** or **securities** sustained by **you** as a direct result of any **act of fraud or dishonesty**.

Forgery

The signing by hand of another natural person's name, or the endorsing or amending by hand without authority of any cheque, draft, promissory note or bill of exchange given by or received by **you** with the intent to deceive in consequence of which **you** have acted or transferred funds or goods.

Mechanically or electronically produced or reproduced signatures will be treated as hand written signatures.

Greenhouse gases

Carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulphur hexafluoride (SF₆), or any other emission or substance defined by applicable law as a greenhouse gas.

Indemnifiable financial loss

Financial loss of the **insured person** which the **insured company** has indemnified or is permitted, required, entitled to indemnify or is not prohibited from indemnifying unless the **insured company** fails or refuses to indemnify the **insured person** due to the status of the **insured company** resulting from the appointment by any governmental or provincial agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **insured company**.

Indemnification period

Period of 30 days immediately starting after the **waiting period**.

Insured

- a) An **insured person**
- b) an **insured company**.

Insured company

- a) **You**
- b) any past, present or future **subsidiary company**.

Insured person

Any natural person who is:

- a) a **director or officer**
- b) a **partner**
- c) a **member**
- d) a **trustee** but only as defined by part a) of the definition of Trustee
- e) an **outside entity executive**
- f) an **employee** who is the **insured company's** risk manager or equivalent position
- g) an **employee** while acting in a managerial or supervisory capacity for the **insured company**
- h) an **employee** while acting as a lawyer on behalf of the **insured company** for:
 - i) any **securities claim** against such **employee** or **employment claim**
 - ii) any other **claim** against such **employee** where such **claim** is also made and is continuously maintained against a **director or officer**
- i) an **employee** while acting as Data Protection Officer on behalf of the **insured company**.

Provided always that **insured person** will not include any consultant, external auditor, or liquidator, administrator or receiver of the **insured company**.

Investigation

An official examination, enquiry, investigation or other proceeding into **an insured's** affairs ordered or commissioned by an **official body**.

Investigation costs

Reasonable costs or expenses necessarily incurred by an **insured** with **our** written consent for representation at an **investigation** when such **insured** has been legally required in writing to attend.

Provided always that **investigation costs** will not include:

- a) fines or penalties levied or imposed in connection with the **investigation**
- b) remuneration payable to any **insured person** or **employee** of the **insured company**, cost of their time or the **insured company's** costs or overheads.

Joint insured

A group of Limited Companies, Limited Liability Partnerships or general partnerships that:

- a) are named separately in the schedule as **you**; and
- b) have in common at least one entity who is a shareholder, **member** or **partner** in all of the said Limited Companies, Limited Liability Partnerships and general partnerships.

Kidnap response costs

Reasonable fees, costs, charges or expenses necessarily incurred with **our** prior written consent by an **insured person** directly in response to a **kidnapping event** anywhere in the world.

Kidnapping event

Any event or connected series of events of seizing, detaining or carrying away by force or fraud an **insured person** while acting in the course of employment by the **insured company** but solely for the purpose of demanding ransom monies. A **kidnapping event** will be deemed to be first made against an **insured person** when the **insured person** is first so seized, detained or carried away by force or fraud.

Limit of indemnity

- a) In respect of Sections A, B, C and D: **our** maximum liability in respect of **financial loss** arising from any one **claim** payable under each section of the policy
- b) in respect of Section E: **our** maximum liability in respect of any one **financial loss**
- c) in respect of all sections: any coverage clause which has a limit stated as applying in the aggregate will not increase **our** maximum liability as stated in a) or b) above unless such coverage is specified as being in addition to the **limit of indemnity**.

The **limit of indemnity** applies over and above any **excess** and includes **defence costs**.

Member

Any natural person who is a past, present or future member of a Limited Liability Partnership appointed according to law where such Limited Liability Partnership is **you** or forms part of **you**.

Money

Currency, coin, bank notes, bullion or funds.

Non-executive director

Any natural person serving as a **director or officer** during the period of insurance who is not also an **employee**.

Official body

Any regulator, government body, government agency or official trade body or the enforcement arm of such body that is empowered by statute or statutory regulation to investigate the affairs of **you**, an **outside entity**, **pension scheme** or an **insured person**.

Outside entity

- a) Any not-for-profit entity incorporated within the United Kingdom, the Channel Islands or the Isle of Man
- b) any other entity incorporated within the United Kingdom, the Channel Islands or the Isle of Man except any:
 - i) **financial institution**
 - ii) other entity if its **securities** are traded on a primary, secondary or other market
 - iii) other entity that had negative net assets or negative net worth at the inception date of this policy.

Outside entity executive

Any **director or officer** or any **employee** or any **member** while serving or acting in the capacity of a director or officer of an **outside entity** at **your** specific direction and request.

Partner

Any natural person who is or is held out as being a partner in a **partnership** where such **partnership** is **you** or forms part of **you**.

Partnership

An unincorporated business in which persons are or are held out as **partners** but not including any business incorporated as a Limited Liability Partnership.

Pension scheme

The **insured company's** sponsored scheme, plan or arrangement.

Pollutants

Any solid, liquid, gaseous irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, toxic mould or any thermal irritant or contaminant, ionising radiation or radioactivity from any nuclear fuel and waste including but not limited to nuclear waste or materials which are intended to be or have been recycled, reconditioned or reclaimed and any other similar substance of any kind or nature whatsoever including electromagnetic fields, asbestos, asbestos products and any noise.

Pollution

- a) The actual, alleged or threatened generation, transportation, discharge, emission, dispersal, release, escape, treatment, storage or disposal of **pollutants**
- b) any governmental regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **pollutants**
- c) any action taken in contemplation or anticipation of any such regulation, order, direction or request, or any voluntary decision to do so.

Pre-claim costs

Reasonable fees, costs, charges or expenses necessarily incurred with **our** prior written consent by an **insured person** in retaining advisors separate from the **insured company** or any **outside entity**:

- a) to provide legal advice directly related to a **pre-claim event**
- b) to prepare a report and any supplementary reports as necessary to an **official body** in response to a **pre-claim event**.

Provided always that **pre-claim costs** will not include **indemnifiable financial loss**.

We will not unreasonably withhold or delay such consent.

Pre-claim event

With respect to an **insured person** in their capacity as such:

- a) a raid on, or on site visit to the **insured company** or any **outside entity** by an **official body** that involves the production, review, copying or confiscation of documents or interviews of such **insured person**
- b) any formal written notification to an **official body** by the **insured company**, by the **outside entity** or by such **insured person** of a suspected material breach of such **insured person's** legal or regulatory duty
- c) the receipt by such **insured person** of a formal notice from an **official body** which legally compels such **insured person** to produce documents to, or answer questions by, or attend interviews with that **official body** directly as a result of a **self report**.

Provided always that such raid, visit, announcement, notification and receipt of notice must first take place or first occur during the period of insurance. A **pre-claim event** will be deemed to be first made against the **insured company** or an **insured person** when such raid, visit, announcement, notification and receipt of notice first occurred.

Provided always that a **pre-claim event** will not include industry-wide or sector investigations, hearings, examinations or inquiries or any routine or regular regulatory audit, examination, inspection or review.

Previous policy

The policy (including its schedule and endorsements) in force for the period immediately preceding the first inception of this one and held by the same **insured** which offers the same coverage types and noted in the schedule provided it was issued by AIG, Allianz, Aviva, Axa, Berkshire Hathaway Specialty, Chubb, Hiscox, Liberty, Markel, QBE, RSA or Travelers.

Other insurers may be accepted but strictly on written approval from **us**.

Property

The **insured company's** tangible property other than **money** or **securities**.

Proposal

Any information, statements or materials supplied to **us** by **you**.

Prosecution costs

Reasonable fees, costs, charges or expenses necessarily incurred by an **insured person** with **our** prior written consent as part of a covered **claim** in bringing a proceeding for a declaration and/or injunction to oppose an **official body** seeking:

- a) a confiscation, assumption of ownership and control, suspension or freezing of rights of ownership of real property or personal assets of such **insured person**
- b) a charge over real property or personal assets of such **insured person**
- c) a temporary or permanent prohibition on such **insured person** from holding the office of or performing the function of a director or officer or equivalent of any entity
- d) a restriction of such **insured person's** liberty to a specified domestic residence or an official detention
- e) deportation of such **insured person** following revocation of otherwise proper, current and valid immigration status for any reason other than such **insured person's** conviction of a crime.

Securities

Any bond, debenture, note, share, stock or other equity or security for debt, and will include any certificate of interest or participation in, receipt for, warrant or other right to subscribe to or to purchase, voting trust certificate relating to, or other interest in any of the foregoing items representing money or property.

Self report

A written report or notification to an **official body** by the **insured company**, an **outside entity** or an **insured person** pursuant to a legal obligation to inform such **official body** of matters giving rise to an actual or potential regulatory issue where failure to provide such a report or delay in reporting can itself give rise to enforcement consequences to the **insured company** or an **insured person** from such **official body**.

Subsidiary company

Any entity incorporated within the United Kingdom, the Channel Islands or the Isle of Man and in which **you** directly or indirectly:

- a) hold more than 50% of the voting rights
- b) appoint a majority of the board of directors
- c) have the right to appoint a majority of the board of directors subject to a written agreement with other shareholders.

Provided always that this policy will only apply to **claims** made against an **insured person** of a **subsidiary company** or the **subsidiary company** which arise from circumstances occurring after becoming a **subsidiary company** or prior to ceasing to be a **subsidiary company**.

Third party

- a) In respect of Sections A, B, C and D: any person or entity other than the **insured** or **outside entity**
- b) in respect of Section E: any natural person other than a **director or officer, member, partner** or **employee**.

Transfer instruction

An instruction directing the **insured** to transfer money, **securities** or goods.

Trustee

Any:

- a) past, present or future person, individual or corporate (including any **employee** or any **director or officer** of the sponsoring employer) duly appointed as a trustee of the **pension scheme** and/or other **employee benefits** scheme in accordance with the provisions of the **pension scheme** or other **employee benefits** scheme or by Court Order; or any constructive trustee
- b) **subsidiary company** incorporated for the sole purpose of administering a **pension scheme** and/or other **employee benefits** scheme or acting as a trustee of a **pension scheme** and/or other **employee benefits** scheme.

Vendor

An entity or individual from whom the **insured** purchases goods or receives services under a written contract.

Waiting period

The period of 48 hours starting from the **discovery** of the **financial loss**.

We, us, our or ours

Zurich Insurance Company Ltd.

Wrongful act

Any actual, alleged or attempted breach of duty, breach of trust, breach of warranty of authority, neglect, error, misstatement, misleading statement, libel, slander or defamation, **employment wrongful act**, a proposed act, error or omission with respect to a shareholder derivative demand or maladministration of a **pension scheme** or any other wrongful act or omission committed or attempted by or allegedly committed or attempted by:

- a) any **insured person** while acting in their capacity on behalf of the **insured company** or any matter claimed against such **insured person** solely by reason of their status as such
- b) any **insured person** while acting in the capacity as a director or officer of an **outside entity** at **your** specific direction or request
- c) the **insured company** but solely with respect to Sections A, B and C
- d) any **trustee** but solely with respect to Section D.

You, your, yours, yourselves

- a) The legal entity designated in the schedule as the policyholder including its predecessors; or
- b) the **partnership** designated in the schedule.

Section A – Directors’ and officers’ liability

Cover

The following covers are provided for **claims** first made against the **insured company** or an **insured person** during the period of insurance and notified to **us** as required by this policy.

a) Insured person

We will pay on behalf of any **insured person**:

- i) the **financial loss** of any **claim** made against such **insured person** other than to the extent that such **insured person** is indemnified by the **insured company**; and
- ii) **pre-claim costs**.

b) Company reimbursement

We will pay the **financial loss** of an **insured company** that arises from a **claim** made against an **insured person** but only to the extent that such **insured company** has indemnified such **insured person**.

The most **we** will pay under this section is the **limit of indemnity** stated in the schedule.

The **excess** applicable to this section is stated in the schedule.

Extensions applicable to Section A – Directors’ and officers’ liability

The following extensions will apply provided always that:

- a) nothing in these extensions will increase **our** liability to pay an amount in excess of the **limit of indemnity** stated in the schedule.
- b) any limit stated below will form part of, and not be in addition to, the **limit of indemnity** stated in the schedule unless stated otherwise below.

1. Bilateral extended reporting period with no change of control

In the event that either **we** do not renew or **you** do not renew or replace this section **you** have the right to purchase an **extended reporting period**:

- a) automatically for 90 days at no additional premium only in respect of any **wrongful act** and (with regard to **investigations**) conduct committed prior to the effective date of such non-renewal
- b) for 12 months subject to payment of an additional premium of 50% or 36 months subject to payment of an additional premium of 125% or 72 months subject to payment of an additional premium of 225% of the last annual premium stated in the schedule only in respect of any **wrongful act** and (with regard to **investigations**) conduct committed prior to the effective date of such non-renewal.

Provided always that:

- i) **you** must give **us** written notice of **your** intention to purchase the **extended reporting period** within 30 days of the effective date of non-renewal of this section and pay the relevant premium in full and promptly after electing this extension
- ii) if **you** elect to activate this extension then this extension will subsequently be deleted from the policy and no additional extended reporting period will be available.

2. Civil fines and penalties

We will pay **civil fines and penalties** of a **director or officer, member** or **outside entity executive** that arise from a **claim** made against such **insured person**.

The most **we** will pay is the **limit of indemnity** stated in the schedule.

3. Corporate taxation and employee compensation

We will pay on behalf of any **director or officer** or **member financial loss** of any **claim** relating to:

- a) corporate taxes owed by an **insured company**
- b) **employee** compensation other than any bonus owed by an **insured company**

to the extent that:

- i) it is determined by law that the **directors or officers** or **member** are personally liable for such taxes and compensation; and
- ii) it is not **indemnifiable financial loss**; and
- iii) **you** have become insolvent; and
- iv) such taxes and compensation are not owed as the result of any intentional, criminal or wilful act to breach any statutory or contractual duty governing the payment of such taxes or compensation by such **director or officer** or **member**.

The most **we** will pay is the limit stated in the schedule.

4. Costs for shareholder derivative claims

If an **insured company** is ordered by a court to pay the costs of the claimants in pursuing a derivative action against **insured persons** **we** will pay such costs provided always that such derivative action constitutes a **claim** otherwise covered under this policy.

The most **we** will pay is the **limit of indemnity** stated in the schedule.

5. Court attendance costs

We will pay on behalf of any **insured person** £250 per day for each day on which their attendance is required in court in connection with any **claim**. These amounts will be in addition to the **limit of indemnity** stated in the schedule.

6. Deprivation of assets

In the event that an **insured person** becomes subject to an interlocutory or interim court order which controls, freezes, suspends, confiscates or creates a charge over their real property or personal assets, and provided first that any personal allowance ordered by the court in their respect has been exhausted, **we** will pay the **insured person's** costs in relation to a **claim** direct to the provider for:

- a) schooling
- b) housing
- c) utilities
- d) personal insurances.

Provided always that:

- i) such costs will be paid for a maximum period of six months from the relevant court order
- ii) the most **we** will pay is the limit stated in the schedule.

7. Emergency costs

If **our** written consent cannot reasonably be obtained before **defence costs** are incurred with respect to any covered **claim** **we** will give retrospective approval for such **defence costs**.

The most **we** will pay is the limit stated in the schedule.

8. Entity investigation costs

We will pay **investigation costs** incurred by an **insured person** from the date at which an **investigation** is first made:

- a) to interview or depose an **insured person**
- b) for the production of documents from an **insured person** in connection with such **investigation**.

An **investigation** will be deemed to be first made when the **insured person** is first required in writing to attend such **investigation**.

The most **we** will pay is the **limit of indemnity** stated in the schedule.

9. Environmental mismanagement claims

We will pay the **financial loss** of an **insured person** that arises from any **claim** based upon, arising out of or attributable to:

- a) the actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of **pollutants** or **greenhouse gases** into or on real or personal property, water or the atmosphere
- b) any direction or request that the **insured persons** test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **pollutants** or **greenhouse gases**, or any voluntary decision to do so, whether or not such **greenhouse gases** are **pollutants**

if and to the extent such **claim**:

- i) is an **employment claim** against an **insured person**, including without limitation any such **claim** for retaliatory treatment
- ii) is against an **insured person** for **wrongful acts** in connection with misrepresenting or failing to disclose information related to **greenhouse gases** or actual or alleged global warming or climate changes
- iii) results in **financial loss** incurred by any **insured person**.

The most **we** will pay is the **limit of indemnity** stated in the schedule.

10. Estates, heirs or legal representatives

We will pay on behalf of any estates, heirs or legal representatives of any **insured person** such **financial loss** as arises from or in consequence of any **claim** arising from a **wrongful act** by such **insured person** committed prior to the death, incapacity, insolvency or bankruptcy of the **insured person** provided that such estates, heirs or legal representatives observe and will be subject to the terms and conditions of this policy in so far as they can apply.

The most **we** will pay is the **limit of indemnity** stated in the schedule.

11. Excess individual directors' limit of indemnity

We will pay the **financial loss** of each and every **insured person** of the **insured** when the following have been exhausted:

- a) the **limit of indemnity**; and
- b) all other applicable Directors' and Officers' Liability insurance whether specifically written as excess over the **limit of indemnity** or otherwise; and
- c) all other indemnification for loss available to any **insured person**.

The most **we** will pay per **insured person** is the limit stated in the schedule. This limit will be in addition to the **limit of indemnity** stated in the schedule.

12. Extended reporting period in the event of a change of control

In the event of a **change of control** you have the right to purchase an **extended reporting period**:

- a) automatically for 90 days at no additional premium from the date of the change of control only in respect of any **wrongful act** and (with regard to **investigations**) conduct committed prior to the date of the **change of control**
- b) for 12 months from the date of the **change of control** subject to payment of an additional premium of 50% or 36 months from the date of the **change of control** subject to payment of an additional premium of 125% or 72 months from the date of the **change of control** subject to payment of an additional premium of 225% of the last annual premium stated in the schedule only in respect of any **wrongful act** and (with regard to **investigations**) conduct committed prior to the date of the **change of control**.

Provided always that:

- i) **you** must give **us** written notice of **your** intention to purchase the **extended reporting period** within 30 days of the date of the **change of control** of this section and pay the relevant premium in full and promptly after electing this extension
- ii) if **you** elect to activate this extension then this extension will subsequently be deleted from the policy and no additional extended reporting period will be available
- iii) **we** receive from **you** the full payment of the additional premium selected within 90 days of the date of the **change of control**.

13. Insolvency hearing costs

We will pay on behalf of a **director or officer** or **member** the reasonable fees and expenses incurred with **our** prior written consent payable to outside legal advisors in order to prepare for and attend at any formal or official hearing relating to an **investigation** or inquiry into the affairs of any **insured company** or **director or officer** or **member** by any insolvency administrator, liquidator, receiver or trustee in bankruptcy in order to mitigate or prevent a covered **claim** or where in **our** opinion a **claim** is likely to be made.

The most **we** will pay is the limit stated in the schedule.

14. Kidnap response

We will pay the **kidnap response costs** of an **insured person** and an **insured company** in case of a **kidnapping event**.

The most **we** will pay is the limit stated in the schedule. This limit will be in addition to the **limit of indemnity** stated in the schedule.

15. Marital estates

We will pay the **financial loss** arising from or in consequence of any **claim** first made against the lawful spouse or domestic partner of any **insured person** during the period of insurance arising solely out of their capacity as the spouse or domestic partner of any **insured person**. The cover provided by this extension is limited to **financial loss** arising from actions or proceedings for the enforcement of judgments or damages against an **insured person** resulting from a **claim** covered under this section where such enforcement relates to the ownership of property including marital community property jointly held by the **insured person** and their spouse or domestic partner. This clause will not cover any **claim** arising out of any **wrongful act** of the spouse or domestic partner.

The most **we** will pay is the **limit of indemnity** stated in the schedule.

16. Mitigation costs

We will pay on behalf of an **insured person** the reasonable fees and expenses incurred with **our** prior written consent as a result of action taken by an **insured person** in order to mitigate or prevent a covered **claim** or where in **our** opinion a **claim** is likely to be made.

The most **we** will pay is the **limit of indemnity** stated in the schedule.

17. Outside entity executive

We will pay on behalf of the **outside entity executive** the **financial loss** of such **outside entity executive** in respect of any **claim** made against such **outside entity executive** and **pre-claim costs** but only excess of any indemnification provided by an **outside entity** and excess of any Directors' and Officers' Liability insurance coverage afforded to an **outside entity** or its **directors or officers**.

The most **we** will pay is the **limit of indemnity** stated in the schedule.

18. Reputational recovery costs

We will pay on behalf of an **insured person** the reasonable fees and expenses payable to outside public relations professionals incurred by such **insured person** with **our** prior written consent in order to mitigate damage to their reputation due to a covered **claim** or where in **our** opinion a **claim** is likely to be made as objectively established by media reports or other publicly available third-party data provided always that such **claim** is first made against an **insured person** during the period of insurance and notified to **us** in accordance with the Claims notification condition in this policy.

The most **we** will pay is the limit stated in the schedule.

19. Retired and resigned directors and officers

If this policy is not renewed or replaced or where such renewal or replacement does not specifically provide cover for such **directors or officers** we will provide an unlimited **extended reporting period** under this policy for any **director or officer** who has resigned or retired all of their positions as **director or officer** with the **insured company** during:

- a) the period of insurance of this policy
- b) the period of insurance of any other Directors' and Officers' insurance policy issued by **us** to the **insured company** of which this policy is a continuous renewal.

This cover will not apply to **indemnifiable financial loss** or to any **directors or officers** who resigned or retired their positions with the **insured company** by reason of, in connection with or during the 12 month period immediately following a **change of control**.

The most **we** will pay is the **limit of indemnity** stated in the schedule.

20. Workplace pensions scheme

We will pay on behalf of **directors or officers** the **financial loss** that arises from or in consequence of any **wrongful act** in connection with a workplace pension scheme as defined under the Pensions Act 2008.

The most **we** will pay is the **limit of indemnity** stated in the schedule.

Special exclusions

This section does not cover **financial loss**:

1. Bodily injury and property damage

in respect of any **claim** for:

- a) bodily injury, sickness, disease or death of any person and any consequential loss directly resulting therefrom
- b) any damage to or destruction of any tangible property including loss of use thereof and any consequential loss directly resulting therefrom other than loss, damage or destruction of documents or records.

Provided always that this exclusion will not apply to:

- i) **defence costs**
- ii) mental or emotional distress in connection with an **employment claim**
- iii) **financial loss** other than **defence costs** that is not **indemnifiable financial loss**

2. Conduct

arising from, based upon, attributable to or as a consequence of:

- a) any **insured** having gained any profit or advantage to which they had or have no legal entitlement
- b) any intentionally dishonest, intentionally fraudulent act or omission or intentional breach of regulatory instruction committed by any **insured person**

in the event that either of a) or b) is determined or established by:

- i) a written admission by such **insured**
- ii) a judgment or other final, non-appealable adjudication or proceeding adverse to such **insured**

until such determination **defence costs** will be advanced by **us**

- c) any act or omission committed by an **insured person** in reckless disregard of whether or not such act or omission might constitute a **wrongful act**

3. Partnership restriction

if **you** are a **partnership**:

- a) in respect of any **claim** alleging, arising from, based upon, attributable to or as a consequence of the rendering of or failure to render professional services to a **third party** for a fee or where a fee would ordinarily be charged
- b) in respect of any **claim** alleging, arising from, based upon, attributable to or as a consequence of supplying, or failing to supply, any goods to a **third party**
- c) in respect of any **claim** made by the **insured company** or an **insured person** against an **insured person**, including but not limited to any **claim** alleging a breach of the **partnership's** articles of partnership, partnership agreement or partnership deed, or any equivalent agreement
- d) in respect of any **claim** alleging, arising from, based upon, attributable to or as a consequence an **insured** entering into liquidation, receivership or administration whether voluntary or otherwise or being declared bankrupt
- e) in respect of any **claim** alleging, arising from, based upon, attributable to or in consequence of any violation or infringements of any responsibilities, obligations or duties imposed by statute, common law, rule or regulation in respect of:
 - i) employers' liability, disability benefits, working time regulations, redundancy pay, **benefits**, unemployment benefits, social security, retirement benefits, disability benefits or any similar law, rule or statute or portion of any law, rule or statute; and
 - ii) compensation earned by the claimant in the course of employment but not paid by **you** including but not limited to any unpaid salary, wages, overtime, bonus, stock based benefits or unpaid reimbursement of employee expenses or sick days
- f) in respect of any **claim** against a **partner** alleging, arising from, based upon, attributable to or as a consequence of an **employment wrongful act**
- g) **our** liability in respect of any **claim** alleging, arising from, based upon, attributable to or as a consequence of a **data protection breach** will not exceed £250,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the **limit of indemnity** stated in the schedule

4. Prior circumstances and claims

in respect of any **claim**:

- a) arising from or in consequence of any circumstance, fact, matter or occurrence that may give rise to any **claim** that was reported under any other insurance policy prior to inception of this policy or that was disclosed on **your** latest **proposal** to **us**; or
- b) alleging or deriving from the same or similar facts or that has the same originating source or cause as the matters alleged in any **claim** made against an **insured** prior to inception of this policy

5. Trustee

in respect of any **claim** arising from or in consequence of infringement of obligations imposed by any statute, regulation or common law while acting in the capacity of **trustee** of any pension, superannuation scheme, profit sharing or other employee benefit scheme, or any sum payable pursuant to a financial support direction or contribution notice issue by a pension regulator.

Section B – Corporate liability

Cover

We will pay on behalf of the **insured company** the **financial loss** of the **insured company** in respect of any **claim** first made against the **insured company** during the period of insurance.

The most **we** will pay under this section is the **limit of indemnity** stated in the schedule.

The **excess** applicable to this section is stated in the schedule.

Extensions applicable to Section B – Corporate liability

The following extensions will apply provided always that:

- a) nothing in these extensions will increase **our** liability to pay an amount in excess of the **limit of indemnity** stated in the schedule
- b) any limit stated below will form part of, and not be in addition to, the **limit of indemnity** stated in the schedule.

1. Bilateral extended reporting period

In the event that either **we** do not renew or **you** do not renew or replace this section **you** have the right to purchase an **extended reporting period**:

- a) automatically for 90 days at no additional premium only in respect of any **wrongful act** and (with regard to **investigations**) conduct committed prior to the effective date of such non-renewal
- b) for 12 months subject to payment of an additional premium of 50% or 36 months subject to payment of an additional premium of 125% or 72 months subject to payment of an additional premium of 225% of the last annual premium stated in the schedule only in respect of any **wrongful act** and (with regard to **investigations**) conduct committed prior to the effective date of such non-renewal.

Provided always that:

- i) **you** must give **us** written notice of **your** intention to purchase the **extended reporting period** within 30 days of the effective date of non-renewal of this section and pay the relevant premium in full and promptly after electing this extension
- ii) in the event of **change of control** the extended reporting period will not be available
- iii) if **you** elect to activate this extension then this extension will subsequently be deleted from the policy and no additional extended reporting period will be available.

2. Contractual liability

We will pay the **defence costs** of the **insured company** in respect of any **claim** first made against the **insured company** during the period of insurance relating to any alleged breach of any oral or written contract or agreement entered into by the **insured company**.

The most **we** will pay is the limit stated in the schedule.

3. Corporate manslaughter

We will pay on behalf of the **insured company** the **financial loss** of the **insured company** in respect of criminal proceedings brought in respect of a charge or investigation relating to a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007.

The most **we** will pay is the **limit of indemnity** stated in the schedule.

4. Data protection breach

We will pay on behalf of the **insured company**:

- a) damages, judgments, awards or settlements that the **insured company** becomes legally liable to pay
- b) **defence costs**
- c) **investigation costs**
- d) civil, administrative or regulatory monetary penalties which are insurable under the internal laws of the jurisdiction in which such penalties are assessed or levied

in respect of any **claim** alleging a **data protection breach** unless such **data protection breach** arises from the intentional or wilfully negligent breach of any data protection statute or regulation by any **director or officer, member or partner** of the **insured company**.

Provided always that:

- i) the most **we** will pay is the limit stated in the schedule
- ii) an **excess** of £5,000 or any amount stated in the schedule as the **excess** whichever is the greater will be applicable to part d) of this extension.

5. Emergency costs

If **our** written consent cannot reasonably be obtained before **defence costs** are incurred with respect to any covered **claim we** will give retrospective approval for such **defence costs**.

The most **we** will pay is the limit stated in the schedule.

6. Identity fraud costs

In the event that any party other than an **insured person** enters into an agreement with a **third party** pretending to be the **insured company we** will pay reasonable fees and costs to establish that such fraud has occurred should the **third party** seek to enforce such agreements against the **insured company**.

The most **we** will pay is the limit stated in the schedule.

7. Intellectual property defence costs

We will pay the **defence costs** of the **insured company** in respect of any **claim** first made against the **insured company** during the period of insurance relating to any alleged invasion of privacy, plagiarism or breach of copyright or trademark, patents, database right, registered design or design right.

The most **we** will pay is the limit stated in the schedule.

8. Loss of documents

We will pay reasonable costs incurred by **you** with **our** consent for the restoration or replacement of records including computer systems records but excluding negotiable instruments of any kind held by **you** or for which **you** are legally responsible which have been accidentally lost or damaged.

Provided always that any computer systems records are backed up no less frequently than once every 7 days or as otherwise agreed by **us** and are held at a separate location.

The most **we** will pay is the limit stated in the schedule.

9. Mitigation costs

We will pay on behalf of an **insured company** the reasonable fees and expenses incurred with **our** prior written consent as a result of action taken by an **insured company** in order to mitigate or prevent a covered **claim** or where in **our** opinion a **claim** is likely to be made.

The most **we** will pay is the **limit of indemnity** stated in the schedule.

10. Pollution defence costs

We will pay the **defence costs** of the **insured company** in respect of any **claim** for **pollution**.

The most **we** will pay is the limit stated in the schedule.

11. Regulatory crisis response costs

We will pay the reasonable fees and expenses payable to outside legal professionals incurred by an **insured company** with **our** prior written consent in order to respond to a **pre-claim event**.

The most **we** will pay is the limit stated in the schedule.

12. Reputational recovery costs

We will pay on behalf of the **insured company** the reasonable fees and expenses payable to outside public relations professionals incurred by the **insured company** with **our** prior written consent in order to mitigate damage to the **insured company's** reputation due to a covered **claim** or where in **our** opinion a **claim** is likely to be made as objectively established by media reports or other publicly available third-party data provided that such **claim** is first made against the **insured company** during the period of insurance and notified to **us** in accordance with the Claims notification condition in this policy.

The most **we** will pay is the limit stated in the schedule.

13. Workplace pensions scheme

We will pay on behalf of the **insured company** the **financial loss** that arises from or in consequence of any **wrongful act** in connection with a workplace pension scheme as defined under the Pensions Act 2008.

The most **we** will pay is the limit stated in the schedule.

Special exclusions

This section does not cover **financial loss**:

1. Bodily injury and property damage

in respect of any **claim** for:

- a) bodily injury, sickness, disease or death of any person and any consequential loss directly resulting therefrom
- b) any damage to or destruction of any tangible property including loss of use thereof and any consequential loss directly resulting therefrom other than loss, damage or destruction of documents or records.

Provided always that this exclusion will not apply to **defence costs**

2. Conduct

arising from, based upon, attributable to or as a consequence of:

- a) any **insured person** or **insured company** having gained any profit or advantage to which they had or have no legal entitlement
- b) any intentionally dishonest or intentionally fraudulent act or omission committed by any **insured person** or **insured company**

in the event that either a) or b) is determined or established by:

- i) a written admission by such **insured**
- ii) a judgment or other final, non-appealable adjudication or proceeding adverse to such **insured**

until such determination **defence costs** will be advanced by **us**

3. Contracts

in respect of any breach of any oral or written contract or agreement except to the extent that any **insured company** would have been liable in the absence of the contract or agreement except **defence costs** as provided for under Extension 2 – Contractual liability

4. Data protection breach

arising from, based upon, attributable to or as a consequence of a **data protection breach** except as provided for under Extension 4 – Data protection breach

5. Employment benefits

in respect of any **claim** arising from or in consequence of any violation or infringements of any responsibilities, obligations or duties imposed by statute, common law, rule or regulation in respect of:

- a) employers' liability, disability benefits, working time regulations, redundancy pay, **benefits**, unemployment benefits, social security, retirement benefits, disability benefits or any similar law, rule or statute or portion of any law, rule or statute
- b) compensation earned by the claimant in the course of employment but not paid by **you** including but not limited to any unpaid salary, wages, overtime, bonus, stock-based benefits or unpaid reimbursement of employee expenses or sick days

6. Employment claim

in respect of any **employment claim**

7. Intellectual property

in respect of any form of invasion of privacy, plagiarism or breach of copyright or trademark, patents, database right, registered design or design right except **defence costs** as provided for under Extension 7 – Intellectual property defence costs

8. Monopolies

in respect of any actual or alleged violation of any law, whether statutory, regulatory or common law, relating to anti-trust, business competition, unfair trade practices or tortious interference in another's business or contractual relationships

9. Partnership restriction

if **you** are a **partnership**:

- a) in respect of any **claim** alleging, arising from, based upon, attributable to or as a consequence of supplying, or failing to supply, any goods to a **third party**
- b) in respect of any **claim** made by a **partner**, including but not limited to any **claim** alleging a breach of the **partnership's** articles of partnership, partnership agreement or partnership deed, or any equivalent agreement
- c) in respect of any **claim** alleging, arising from, based upon, attributable to or as a consequence an **insured** entering into liquidation, receivership or administration whether voluntary or otherwise or being declared bankrupt

10. Pollution

in respect of any claim alleging, arising from, based upon, attributable to or as a consequence of **pollution** except **defence costs** as provided for under Extension 10 – Pollution defence costs

11. Prior circumstances and claims

in respect of:

- a) any **claim** arising from or in consequence of any circumstance, fact, matter or occurrence that might give rise to any **claim** that was reported under any other insurance policy prior to inception of this policy or that was disclosed on **your** latest **proposal** to **us**; or
- b) any **claim** alleging or deriving from the same or similar facts or that has the same originating source or cause as the matters alleged in any **claim** made against an **insured** prior to inception of this policy

12. Professional services

in respect of the rendering of or the failure to render **professional services** to a **third party** for a fee or where a fee would ordinarily be charged

13. Securities offering

in respect of any public or private offering of **securities** made by the **insured company** during the period of insurance.

Section C – Employment practices liability

Cover

We will pay on behalf of any **insured company** the **financial loss** of the **insured company** in respect of any **employment claim** first made against the **insured company** during the period of insurance.

The most **we** will pay under this section is the **limit of indemnity** stated in the schedule.

The **excess** applicable to this section is stated in the schedule.

Extensions applicable to Section C – Employment practices liability

The following extensions will apply provided always that:

- a) nothing in these extensions will increase **our** liability to pay an amount in excess of the **limit of indemnity** stated in the schedule
- b) any limit stated below will form part of, and not be in addition to, the **limit of indemnity** stated in the schedule.

1. Bilateral extended reporting period

In the event that either **we** do not renew or **you** do not renew or replace this section **you** have the right to purchase an **extended reporting period**:

- a) automatically for 90 days at no additional premium only in respect of any **wrongful act** and (with regard to **investigations**) conduct committed prior to the effective date of such non-renewal
- b) for 12 months subject to payment of an additional premium of 50% or 36 months subject to payment of an additional premium of 125% or 72 months subject to payment of an additional premium of 225% of the last annual premium stated in the schedule only in respect of any **wrongful act** and (with regard to **investigations**) conduct committed prior to the effective date of such non-renewal.

Provided always that:

- i) **you** must give **us** written notice of **your** intention to purchase the **extended reporting period** within 30 days of the effective date of non-renewal of this section and pay the relevant premium in full and promptly after electing this extension
- ii) in the event of **change of control** the extended reporting period will not be available
- iii) if **you** elect to activate this extension then this extension will subsequently be deleted from the policy and no additional extended reporting period will be available.

2. Emergency costs

If **our** written consent cannot reasonably be obtained before **defence costs** are incurred with respect to any covered **employment claim** **we** will give retrospective approval for such **defence costs**.

The most **we** will pay is the limit stated in the schedule.

3. Loss of employee data costs

We will pay all reasonable costs necessarily incurred by an **insured company** for the hiring of a security consultant to review and revise existing data protection policies or develop an internal incident response plan in connection with a covered **employment claim** in case of a loss of or failure to secure an **insured company's employee** data.

The most **we** will pay is the limit stated in the schedule.

4. Reputational recovery costs

We will pay on behalf of an **insured company** the reasonable fees and expenses payable to outside public relations professionals incurred by an **insured company** with **our** prior written consent in order to mitigate damage to the reputation of an **insured company** due to a covered **employment claim** as objectively established by media reports or other publicly available third-party data provided that such **employment claim** is first made against an **insured company** during the period of insurance and notified to **us** in accordance with the Claims notification condition in this policy.

The most **we** will pay is the limit stated in the schedule.

5. Training and programme costs

We will pay all reasonable costs necessarily incurred by an **insured company** for educational, sensitivity or diversity training or minority development programmes in connection with a covered **employment claim** and required under the terms of a judgment or final consent decree.

The most **we** will pay is the limit stated in the schedule.

6. Transfer of Undertakings (Protection of Employment) T.U.P.E.

We will pay on behalf of an **insured company** the **financial loss** of an **insured company** in respect of any **employment claim** alleging the failure by an **insured company** to inform or consult any **employee** through representatives or any actual or alleged violation of the rights of **employees** to engage in or to refrain from engaging in union or other collective activities in accordance with:

- a) The Transfer of Undertakings (Protection of Employment) Regulations 2006
- b) a protective award in the United Kingdom, the Channel Islands or the Isle of Man.

The most **we** will pay is the limit stated in the schedule.

Special exclusions

This section does not cover **financial loss**:

1. Assumed liability

in respect of any **employment claim** based upon, arising out of, or attributable to liability of others assumed by the **insured company** under any contract or agreement either oral or written.

Provided always that this exclusion will not apply to the extent the **insured** would be liable for such **financial loss** in the absence of such contract or agreement

2. Bodily injury

in respect of any **employment claim** for bodily injury, sickness, disease or death of any person and any consequential loss directly resulting therefrom.

Provided always that this exclusion will not apply to mental or emotional distress in connection with an **employment claim**

3. Conduct

arising from, based upon, attributable to or as a consequence of:

- a) any **insured** having gained any profit or advantage to which they had or have no legal entitlement
- b) any intentionally dishonest or intentionally fraudulent act or omission committed by any **insured**

in the event that either of a) or b) is determined or established by:

- i) a written admission by such **insured**
- ii) a judgment or other final, non-appealable adjudication or proceeding adverse to such **insured**; until such determination **defence costs** will be advanced by **us**

4. Employment benefits

in respect of any **employment claim** arising from or in consequence of any violation or infringements of any responsibilities, obligations or duties imposed by statute, common law, rule or regulation in respect of:

- a) employers' liability, disability benefits, working time regulations, redundancy pay, **benefits**, holiday pay, notice pay, unemployment benefits, social security, retirement benefits, occupational pension scheme benefits, disability benefits, health and safety or any similar law, rule or statute or portion of any law, rule or statute
- b) compensation earned by the claimant in the course of employment but not paid by **you** including but not limited to any unpaid salary, wages, overtime, bonus, stock-based benefits or unpaid reimbursement of **employee** expenses or sick days.

Provided always that this exclusion will not apply to any allegation of retaliation or retaliatory treatment of the claimant by the **insured company** on account of the claimant exercising their rights pursuant to any such statute, law, rule or regulation

5. Prior circumstances and claims

in respect of:

- a) any **employment claim** arising from or in consequence of any circumstance, fact, matter or occurrence that might give rise to any **employment claim** that was reported under any other insurance policy prior to inception of this policy or that was disclosed on **your latest proposal to us**; or
- b) any **employment claim** alleging or deriving from the same or similar facts or that has the same originating source or cause as the matters alleged in any **employment claim** made against the **insured company** prior to inception of this policy.

Section D – Benefit plan liability

Cover

We will pay on behalf of any **trustee** the **financial loss** arising from or in consequence of any **claim** first made against them either jointly or severally during the period of insurance by reason of any **wrongful act** save to the extent that such **trustee** is indemnified by the **insured company** and/or the **pension scheme** and/or other **employee benefits** scheme.

The most **we** will pay under this section is the **limit of indemnity** stated in the schedule.

The **excess** applicable to this section is stated in the schedule.

Extensions applicable to Section D – Benefit plan liability

The following extensions will apply provided always that:

- a) nothing in these extensions will increase **our** liability to pay an amount in excess of the **limit of indemnity** stated in the schedule
- b) any limit stated below will form part of, and not be in addition to, the **limit of indemnity** stated in the schedule.

1. Additional pension or employee benefit scheme

We will grant automatic inclusion of an additional **pension scheme** and/or other **employee benefits** scheme set up by the **insured company** to provide benefit to **employees** under this policy for 90 days from the effective date of assumption of responsibility by the **insured company**. After this period of 90 days **we** may amend terms and conditions in relation to such additional **pension scheme** and/or other **employee benefits** scheme.

Provided always that **you** are under no obligation to accept any amendment to terms and conditions and can elect to cancel cover in respect of such **pension scheme** and/or other **employee benefits** scheme effective from the expiry of the 90 day period.

2. Bilateral extended reporting period

In the event that either **we** do not renew or **you** do not renew or replace this section **you** have the right to purchase an **extended reporting period**:

- a) automatically for 90 days at no additional premium only in respect of any **wrongful act** and (with regard to **investigations**) conduct committed prior to the effective date of such non-renewal
- b) for 12 months subject to payment of an additional premium of 50% or 36 months subject to payment of an additional premium of 125% or 72 months subject to payment of an additional premium of 225% of the last annual premium stated in the schedule only in respect of any **wrongful act** and (with regard to **investigations**) conduct committed prior to the effective date of such non-renewal.

Provided always that:

- i) **you** must give **us** written notice of **your** intention to purchase the **extended reporting period** within 30 days of the effective date of non-renewal of this section and pay the relevant premium in full and promptly after electing this extension
- ii) in the event of **change of control** the extended reporting period will not be available
- iii) if **you** elect to activate this extension then this extension will subsequently be deleted from the policy and no additional extended reporting period will be available.

3. Emergency costs

If **our** written consent cannot reasonably be obtained before **defence costs** are incurred with respect to any covered **claim we** will give retrospective approval for such **defence costs**.

The most **we** will pay is the limit stated in the schedule.

4. Estates, heirs or legal representatives

We will pay on behalf of any estates, heirs or legal representatives of any **trustee** such **financial loss** as arises from or in consequence of any **claim** arising from any **wrongful act** by **trustees** committed prior to the death, incapacity, insolvency or bankruptcy of the **trustees** provided that such estates, heirs or legal representatives observe and will be subject to the terms and conditions of this policy in so far as they can apply.

The most **we** will pay is the **limit of indemnity** stated in the schedule.

5. Financial Ombudsman Service and awards made by The Pensions Regulator

We will pay on behalf of the **trustees** and/or the **insured company** any monetary award made against them either by the Financial Ombudsman Service appointed by the Secretary of State for Work and Pensions (or its equivalent) or by The Pensions Regulator arising from any **claim** or complaint first made against or any application first made in respect of a **trustee** during the period of insurance.

Provided always that:

- a) the most **we** will pay is the **limit of indemnity** stated in the schedule
- b) **we** will not make any payment for fines, penalties or punitive damages imposed in connection with any criminal act for which the **insured company** have been or are to be prosecuted.

6. Marital estates

We will pay the **financial loss** arising from or in consequence of any **claim** first made against the lawful spouse or domestic partner of any **trustee** during the period of insurance arising solely out of their capacity as the spouse or domestic partner of any **trustee**. The cover provided by this extension is limited to **financial loss** arising from actions or proceedings for the enforcement of judgments or damages against a **trustee** resulting from a **claim** against that **trustee** covered under this section where such enforcement relates to the ownership of property including marital community property jointly held by the **trustee** and their spouse or domestic partner. This clause will not cover any **claim** arising out of any **wrongful act** of the spouse or domestic partner.

The most **we** will pay is the **limit of indemnity** stated in the schedule.

7. Reputational recovery costs

We will pay on behalf of an **insured company** the reasonable fees and expenses payable to outside public relations professionals incurred by an **insured company** with **our** prior written consent in order to mitigate damage to the reputation of an **insured company** due to a covered **claim** as objectively established by media reports or other publicly available third-party data provided that such **claim** is first made against an **insured company** during the period of insurance and notified to **us** in accordance with the Claims notification condition in this policy.

The most **we** will pay is the limit stated in the schedule.

8. Retired natural person trustees

If this policy is not renewed or replaced or where such renewal or replacement does not specifically provide cover for such **trustees** we will provide an unlimited **extended reporting period** under this policy for any **trustee** who has resigned or retired all of their positions as **trustees** with the **insured company** during:

- a) the period of insurance of this policy
- b) the period of insurance of any other Pension Trustees insurance policy issued by **us** to the **insured company** of which this policy is a continuous renewal.

This cover will not apply to indemnifiable financial loss or to any **trustees** who resigned or retired their positions with the **insured company** by reason of, in connection with or during the 12 month period immediately following a **change of control**.

The most **we** will pay is the **limit of indemnity** stated in the schedule.

9. Sponsoring employer and pension scheme reimbursement

We will pay on behalf of the **insured company**, the **pension scheme** and/or other **employee benefits** scheme any indemnity payable to any **trustee** which the **insured company**, the **pension scheme** and/or other **employee benefits** scheme is legally entitled or obliged to make for such **financial loss** as arises from or is a consequence of any **claim** first made against such **trustee** during the period of insurance by reason of any **wrongful act** but only to the extent that the **insured company**, the **pension scheme** and/or other **employee benefits** scheme has indemnified such **trustee**.

The most **we** will pay is the **limit of indemnity** stated in the schedule.

10. Sponsoring entity and pension scheme

We will pay on behalf of the **insured company**, the **pension scheme** and/or other **employee benefits** scheme the **financial loss** arising from or in consequence of any **claim** first made against it during the period of insurance by reason of any **wrongful act**.

The most **we** will pay is the **limit of indemnity** stated in the schedule.

Special exclusions

This section does not cover **financial loss**:

1. Bodily injury and property damage

in respect of any **claim** for:

- a) bodily injury, sickness, disease or death of any person and any consequential loss directly resulting therefrom
- b) any damage to or destruction of any tangible property including loss of use thereof and any consequential loss directly resulting therefrom other than loss, damage or destruction of documents or records.

Provided always that this exclusion will not apply to **defence costs**

2. Conduct

arising from, based upon, attributable to or as a consequence of:

- a) any **insured** having gained any profit or advantage to which he, she or it had or has no legal entitlement
- b) any intentionally dishonest or intentionally fraudulent act or omission committed by any **insured**

in the event that either of a) or b) is determined or established by:

- i) a written admission by such **insured**
- ii) a judgment or other final, non-appealable adjudication or proceeding adverse to such **insured**

until such determination **defence costs** will be advanced by **us**

3. Failure to fund or collect

in respect of the failure to fund the **pension scheme** and/or other **employee benefits** scheme in compliance with the **pension scheme** trust document or other similar provisions; and/or the failure to collect contributions (including participants' contributions) from the **insured company** owed to the **pension scheme** and/or other **employee benefits** scheme unless the failure is due to the negligence of a **trustee**

4. Prior circumstances and claims

in respect of:

- a) any **claim** arising from or in consequence of any circumstance, fact, matter or occurrence that might give rise to any **claim** that was reported under any other insurance policy prior to inception of this policy or that was disclosed on **your** latest **proposal** to **us**; or
- b) any **claim** alleging or deriving from the same or similar facts or that has the same originating source or cause as the matters alleged in any **claim** made against an **insured** prior to inception of this policy.

Section E – Crime

Cover

The following covers are provided for **financial loss** during the period of insurance and notified to **us** as required by this policy.

a) **Employees dishonesty**

We will indemnify the **insured company** for **financial loss** arising from loss of **assets** resulting directly from any **act of fraud or dishonesty** committed by an **employee** acting alone or in collusion with others which is first **discovered** during the period of insurance.

b) **Computer fraud and funds transfer fraud**

We will indemnify the **insured company** for **financial loss** by theft which is first **discovered** during the period of insurance of:

- i) **assets** due to any fraudulent or dishonest misuse or manipulation by a **third party** of the computer hardware, software programs or systems operated by the **insured company**
- ii) the **insured company's** funds or those for which the **insured company** are responsible at law from an account maintained by **you** at a financial institution following fraudulent electronic, telegraphic, cable, telephone or written instructions to debit such account and to transfer, pay or deliver funds from such account and which instructions purport to have come from **you** but which are fraudulently altered, transmitted or issued by a **third party** or are a forgery.

c) **Forgery and counterfeiting**

We will indemnify the **insured company** for **financial loss** which is first discovered during the period of insurance:

- i) of **assets** resulting from **forgery**
- ii) arising from the acceptance by the **insured company** in good faith in exchange for money, goods or services of any post office or express money order issued or purporting to have been issued by any post office or express office if such money order is not paid on presentation
- iii) arising from **counterfeiting**.

d) **Social engineering**

We will indemnify the **insured company** for **financial loss** resulting directly from an **insured company** having in good faith transferred any of the **insured company's money, securities** or goods in reliance upon a **transfer instruction** purportedly issued by an **insured person, customer** or **vendor**, but which **transfer instruction** proves to have been fraudulently issued by an imposter without the knowledge or consent of the **insured person, customer** or **vendor**.

The most **we** will pay under this section is the **limit of indemnity** stated in the schedule.

The **excess** applicable to this section is stated in the schedule.

Extensions applicable to Section E – Crime

The following extensions will apply provided always that:

- a) nothing in these extensions will increase **our** liability to pay an amount in excess of the **limit of indemnity** stated in the schedule
- b) any limit stated below will form part of, and not be in addition to, the **limit of indemnity** stated in the schedule.

1. Bilateral extended reporting period

In the event that either **we** do not renew or **you** do not renew or replace this section **you** have the right to an **extended reporting period** of 12 months subject to payment of an additional 50% of the last annual premium stated in the schedule but only in respect of any **financial loss** which occurred prior to the effective date of such non-renewal.

Provided always that:

- a) **you** must give **us** written notice of **your** intention to purchase the **extended reporting period** within 30 days of the effective date of non-renewal of this section and pay the relevant premium in full and promptly after electing this extension
- b) in the event of a **change in control** the extended reporting period will not be available
- c) if you elect to activate this extension then this extension will subsequently be deleted from the policy and no additional extended reporting period will be available.

2. Business interruption

We will indemnify the **insured company** for all reasonable **additional costs** necessarily incurred during the **indemnification period** and after the **waiting period** arising from a covered **financial loss**.

Provided always that:

- a) these additional costs are beyond the **insured company's** usual operational costs and necessary for the restoration of the normal course of the operations of the **business**
- b) the most **we** will pay is the limit stated in the schedule.

3. Contractual penalties

We will indemnify the **insured company** for any contractual penalty assumed by and enforced against the **insured company** under a written contract resulting directly from **financial loss** insured under this policy.

The most **we** will pay is the limit stated in the schedule.

4. Employee benefit plans

We will indemnify the **trustees** of any **pension scheme** or other **employee benefits** scheme set up by the **insured company** to provide benefit to **employees** in respect of insured **financial loss** under this policy.

The most **we** will pay is the limit stated in the schedule.

5. Extortion by employees

We will indemnify the **insured company** for **financial loss** arising from extortion by any **employee**.

Provided always that:

- a) prior to the surrender of any **assets** the person receiving the threat has made a reasonable effort to report the threat to a **director or officer, member, partner** or to another **employee** and the **insured company** have made a reasonable effort to report the threat to the relevant authority
- b) the most **we** will pay is the limit stated in the schedule.

6. Interest

We will indemnify the **insured company** for the amount of any reduction in interest receivable or additional interest payable by the **insured company** resulting directly from a **financial loss** covered under this policy provided always that **our** liability for such interest will be calculated by applying the average base rate in force by the Bank of England between the date of sustaining such **financial loss** and the date of **discovery** of such **financial loss**.

The most **we** will pay is the limit stated in the schedule.

7. Investigation costs

We will indemnify the **insured company** in respect of all reasonable costs and expenses necessarily incurred to establish the extent of any **financial loss** covered under this section.

Provided always that:

- a) **we** will not pay for any remuneration due to any **insured person** or the equivalent of them the cost of their time or any overhead costs
- b) the most **we** will pay is the **limit of indemnity** stated in the schedule.

8. New entities

If **you**:

- a) consolidate or merge with
- b) acquire majority voting rights or control of
- c) acquire the assets of

another entity, cover is immediately provided to such entity where such entity:

- i) has gross annual turnover which is less than 25% of **your** gross annual turnover and has less than 25% of **your total employees**
- ii) is incorporated within the United Kingdom, the Channel Islands or the Isle of Man
- iii) does not undertake any activities which vary materially from **your** activities as advised to **us**
- iv) complies with the controls and procedures adopted by **you** as advised to **us**
- v) has not in the preceding 3 years suffered loss of a type covered by this section whether insured or not which was greater than 25% of the amount of the **excess** stated in the schedule.

Provided always that:

- 1) **you** will give written notice to **us** of all entities added to the insurance under this section by virtue of this clause within 30 days of the date of such addition and failure to give such notice will be an election by **you** for that entity not to be included under this section
- 2) **you** will provide **us** with all information concerning the addition that **we** may require and will pay any additional premium required by **us** and failure to pay such additional premium within 30 days of request by **us** will be an election by **you** for that entity not to be included under this section
- 3) the insurance provided by this extension will only apply to **financial losses** occurring after the date of any addition to this policy.

9. Reconstitution of data

We will indemnify the **insured company** for the reasonable costs incurred in rewriting or amending the software programs or systems where such rewriting or amendment is necessary to correct the programs or amend the security codes following the fraudulent use of the computer hardware or software programs or systems operated by the **insured company** and which was the subject of a claim under this section.

The most **we** will pay is the limit stated in the schedule.

10. Run off cover for ceased subsidiary companies

In respect of any entity which is being sold or discontinued during the period of insurance and which was previously forming part of the **insured company** **we** will continue to indemnify the **insured company** for direct loss of **assets** committed whilst such entity was part of the **insured company**.

Provided always that:

- a) this extension will not apply if the **insured company** has no contractual liability for loss of **assets** committed prior to the date of sale or discontinuance of such entity
- b) the most **we** will pay is the **limit of indemnity** stated in the schedule.

Special exclusions

This section does not cover:

1. Consequential loss

consequential or indirect loss of whatsoever nature except as covered under Extensions 3 – Contractual penalties, 6 – Interest, 7 – Investigation costs and 9 – Reconstitution of data

2. Damages and fines

damages, fines, penalties or taxes of whatsoever nature except contractual penalties as provided for under Extension 3 – Contractual penalties

3. Defence costs

the costs of defending any legal proceedings brought against the **insured company** or the fees, costs or expenses incurred or paid by the **insured company** in prosecuting or defending any legal proceedings whether or not such legal proceedings result or would result in a **financial loss** to the **insured company** under this policy except as may be stated specifically elsewhere in this policy

4. Dealing and trading

any **act of fraud or dishonesty** committed by any **employee** who is engaged in trading or dealing in **securities**, valuable papers, commodities, foreign exchange, derivatives, loans, transactions in the nature of a loan or other extension of credit and the like

5. Extortion kidnap and ransom

financial loss arising out of or in connection with **extortion**, kidnap, ransom or any threat of such except as covered under Extension 5 – Extortion by employees

6. Inter insured

financial loss sustained by one part of any **insured company** to the benefit of any other part of any **insured company**

7. Inventory or profit and loss computation

financial loss or that part of any **financial loss** as the case may be the proof of which is either to its factual existence or to its amount dependent solely upon an inventory computation or a profit and loss computation

8. Prior circumstances and claims

any claim:

- a) arising from or in consequence of any circumstance, fact, matter or occurrence that might give rise to a claim that was reported under any other insurance policy prior to inception of this policy or that was disclosed in the latest information, materials or statements supplied to **us** by **you**
- b) alleging or deriving from the same or similar facts or that has the same originating source or cause as the matters alleged in any claims made by an **insured company** prior to the inception of this policy

9. Prior knowledge of fraud or dishonesty

any **act of fraud or dishonesty** committed by any **employee** from and after the time that the **insured company** or any **director or officer, member, partner**, departmental head, senior manager or the equivalent of them not acting in collusion with such **employee** has knowledge or information that such **employee** has committed any **act of fraud or dishonesty** whether such act be committed before or after the date of commencement of employment by the **insured company**

10. Proprietary information and trade secrets

financial loss of or arising from intangible property or the accessing of confidential information including but not limited to intellectual rights, trade secrets, proprietary information, patents, trademarks, copyrights, computer programs, customer information or confidential processing methods except to the extent that such intangible property or confidential information is used to support or facilitate the committing of a criminal act that constitutes or results in a **financial loss** as otherwise covered under this policy.

Special conditions

1. Excess

You will not effect any insurance or bond in respect of the amount of any **excess** stated in this policy.

2. Joint insured

If the **insured company** comprises more than one party:

- a) the company, Limited Liability Partnership or **partnership** set out as **you** in the schedule will act for itself and be deemed to act as the sole agent for the **insured company**. All parties comprising the **insured company** are deemed to have consented and agreed that rights of action under this section are not assignable except with prior written consent
- b) **you** have the sole right to file notice or proof of **financial loss**, adjust, receive or enforce payment of any **financial loss**
- c) payment of any **financial loss** will fully release **us** on account of such **financial loss**. If **we** agree to make payment to an entity other than **you** such payment will be deemed to have been made to **you**
- d) **you** have the sole right to bring legal proceedings arising under or in connection with this section.

3. Knowledge

Knowledge possessed or **discovery** made by the **insured company** or by any **director or officer, member, partner, departmental head** or other senior manager or the equivalent thereof will be deemed to constitute knowledge possessed or **discovery** made by all other **insureds** or entities forming part of **you**.

4. Liquidation, takeover and the like

The insurance provided under this policy section will be deemed to be cancelled immediately:

- a) upon the liquidation whether voluntary or compulsory of the **insured company** or any part of the **insured company**, the appointment of a Receiver or manager or the entering into of any Scheme of Arrangement or composition with creditors
- b) upon control of the **insured company** or any part of the **insured company** being taken over by any government or by officials appointed by any government or competent authority.

5. Non-identification

If a **financial loss** is alleged to have been caused by an **act of fraud or dishonesty** by any **employee** and the **insured company** are unable to discover the identity of the actual **employee** **we** will indemnify the **insured company** provided that the evidence submitted proves beyond reasonable doubt that the **financial loss** was caused by the fraudulent or dishonest acts of one or more **employee**.

6. Prosecution

The **insured company** will if and when required by **us** but at **our** expense if a conviction is obtained use all diligence in prosecuting to conviction any person by whose dishonesty a claim will have been made under this section.

7. Social engineering cover

There is no cover provided under Cover d) – Social engineering unless before acting upon any **transfer instruction** the **insured** has confirmed the validity of such **transfer instruction**. Such confirmation must include a prearranged procedure in which the **insured** either:

- a) verifies the authenticity and accuracy of the **transfer instruction** by means of a call back to a predetermined telephone number; or
- b) uses some other verification procedure; and the **insured** preserved a contemporaneous written record of this verification along with all elements of the fraudulent **transfer instruction**.

No other clause in this policy shall cover any **financial loss** that relates to the cover provided under Cover d) – Social engineering.

8. Valuation

- a) Securities

In no event will **we** be liable in respect of **securities** for more than the actual cash value thereof at the close of business on the business day preceding the day on which the **financial loss** was **discovered**.

b) Books of accounts and records

In the case of **financial loss** of or damage to **property** consisting of books of accounts or other records other than electronic data used by the **insured company** in the conduct of the **insured company's business** we will be liable under this section only if such books or records are actually reproduced and then for not more than the cost of blank books, blank pages or other materials plus the cost of labour and computer time for the actual transcription or copying of data which will have been furnished by the **insured company** in order to reproduce such books and other records.

c) Electronic data

In the event that a **financial loss** as covered under this section results in the destruction, erasure or theft of electronic data used by the **insured company** while such data is stored within the **insured company's** computer systems we will be liable under this section if such data is actually reproduced and cover hereunder will only apply to the cost of labour for the actual transcription or copying of data, which will have been furnished by the **insured company** in order to reproduce such electronic data.

d) Damage to premises

In the event that a **financial loss** as covered under this section results in damage to the **insured company's** premises we will not be liable for more than the actual cost of repairing such premises with material of like quality and value.

e) Foreign currency

If a foreign currency being a currency other than the currency in which this section is written is involved in a **financial loss** sustained by the **insured company** under this section then for the purpose of any calculation required in the settlement of a **financial loss** the rate of exchange will be the rate as offered by our London Clearing Bank on the date of such settlement.

f) Other property

In no event will we be liable as respects other **property** not included in the above for more than the actual cash value thereof at the time of loss or for more than the actual cost of repairing such other **property** or of replacing it with **property** or material of like quality and value. Provided always that the actual cash value of such other **property** held by the **insured company** as a pledge, or as collateral for an advance or a loan will be deemed not to exceed the value of the **property** as determined and recorded by the **insured company** when making the advance or loan nor in the absence of such record the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

General conditions

These conditions apply to the whole policy except where stated otherwise below.

For the purposes of these general conditions 'claim' will mean **claim, financial loss** or **employment claim**.

1. Arbitration

If **we** admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute before the arbitrator has reached a decision.

2. Automatic acquisition

Not applicable to Section E

We will pay **financial loss** on behalf of an insured **subsidiary company** which **you** founded or acquired after the inception date of this policy provided always that the newly founded or acquired **subsidiary company**:

- a) is incorporated within the United Kingdom, the Channel Islands or the Isle of Man
- b) does not have publicly traded securities
- c) is not a financial institution
- d) does not have assets which exceed 50% of **your** total assets as stated in **your** last published accounts.

3. Cancellation notice

In the event of non payment of premium **we** have the right to cancel this policy or any section or part of it by giving 14 days notice in writing to **you**.

4. Change of control

Not applicable to Section A

If there is a **change of control** during the period of insurance then the cover provided by this policy only applies in respect of **wrongful acts** or **financial loss** occurring prior to the effective date of that **change of control**.

You must give written notice to **us** of the **change of control** as soon as reasonably possible.

Provided always that if the **change of control** is the result of any **director or officer** conducting a management buy-out of **you** during the period of insurance this condition will not take effect until a period of 30 days has elapsed from the date of the **change of control**.

5. Change in circumstances

You must notify **us** as soon as possible during the period of insurance if there is any change in circumstances which materially increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change **we** will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to **us** then **we** may no longer be able to provide **you** with cover.

If **you** do not notify **us** of any such change this policy may be affected in one or more of the following ways depending on what **we** would have done had **we** known about the change in circumstances:

- a) if **we** would not have continued to provide **you** with any cover **we** may treat this policy as if it did not exist from the date of the change in circumstances; or
- b) if **we** would have applied different terms to the cover **we** may treat this policy as if those different terms applied from the date of the change in circumstances; and/or
- c) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.

6. Contracts (Rights of Third Parties) Act 1999

A person or **insured** who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a **third party** which exists or is available apart from that Act.

7. Contractual right of renewal (tacit)

If **you** pay the premium to **us** using **our** Direct Debit instalment scheme **we** will have the right which **we** may choose not to exercise to renew this policy each year and continue to collect premiums using this method. **We** may vary the terms of this policy including the premium at renewal. If **you** decide that **you** do not want **us** to renew this policy provided **you** tell **us** or **your** broker or insurance intermediary before the next renewal date **we** will not renew it.

8. DIC/DIL

Applicable to all sections noted in the schedule as long as they were present on the **previous policy**

- a) In respect of any **claim** notified to **us** where this insurance is not as broad as or does not provide as high a limit(s) as **your previous policy**, **we** will at **your** request indemnify or pay the **financial loss** suffered by **you** to the same extent as the insurance which would have been provided by **your previous policy** subject otherwise to the Exceptions stated below. This clause will only apply:
 - i) where **you** supply **us** with a copy of the **previous policy** when first making a **claim** under this clause
 - ii) for a period of 12 months following first inception of this policy with **us**.
- b) **Our** total liability under this clause for all **insureds**, which is in addition to the **limit of indemnity** and in the aggregate during the period of insurance, is £500,000.

Exceptions to this extension

We will not indemnify or pay the **financial loss** suffered by **you** under this clause in respect of:

- i) any differences in cover between the **previous policy** and this policy which exist because **you** have requested **us** to change, delete or reduce cover or any limits
- ii) any cover **we** have agreed with **you** will not be carried through from the **previous policy** and of which **we** advised **you** prior to and/or at inception of this policy
- iii) any differences between this policy and the **previous policy**, which **you** are notified of by **us** at inception and which arise as a result of any change in legislation, tax, reinsurance, or insurance industry market practice which has a material effect upon this policy
- iv) any extension or enhancement applied by endorsement to the **previous policy** unless **we** expressly agree to include within the terms of this clause at inception
- v) any cover which is normally provided by a separate policy other than Directors and Officers liability, Corporate liability, Employment practices liability, Benefit plan liability or Crime.

In addition to the above, this extension is not available where the **previous policy** was underwritten by Zurich Insurance Company Ltd or any of its subsidiaries or associated companies or any part of the Zurich group of companies.

9. Excess

We will only pay that amount of each claim that is in excess of the applicable **excess** stated in the schedule. The **excess** is not part of **our limit of indemnity** and is to be borne by **you** and will remain uninsured. If more than one **excess** is applicable to a single claim, then the applicable **excess** will be applied separately to each part of such claim, but the maximum total **excess** applicable to such claim will not exceed the largest applicable **excess**.

10. Fair presentation of the risk

- a) At inception and renewal of this policy and also whenever changes are made to it at **your** request **you** must:
 - i) disclose to **us** all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
- b) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless **we** may from the relevant date specified in clause d):
 - i) treat this policy as if it had not existed; and
 - ii) not return the premium paid by **you**.
- c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless the cover, meaning this policy or the changes made to it, may be affected from the relevant date in clause d) in one or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:
 - i) if **we** would not have provided **you** with the cover **we** will have the option to treat the cover as if it had not existed and repay the premium paid for such cover; or

- ii) if **we** would have applied different terms to the cover **we** will have the option to treat this policy as if those different terms apply; and/or
 - iii) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.
- d) Clauses b) and c) apply with effect from inception, renewal or the date of the changes, depending on when the non-compliance occurred. **We** may also recover any claims payments which have already been made to the extent that the cover under which such payments were made is being treated as if it did not exist or as if it had been subject to different terms under which the claim would not have been payable.

11. Fraudulent claims

If **you** or anyone acting on **your** behalf:

- a) makes a fraudulent or exaggerated claim under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this policy for loss or damage which **you** or anyone acting on **your** behalf or in connivance with **you** deliberately caused; or
- e) realises after submitting what **you** reasonably believed was a genuine claim under this policy and then fails to tell **us** that **you** have not suffered any loss or damage; or
- f) suppresses information which **you** know would otherwise enable **us** to refuse to pay a claim under this policy

we will be entitled to refuse to pay the whole of the claim and recover any sums that **we** have already paid in respect of the claim.

We may also notify **you** that **we** will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If **we** terminate this policy under this condition **you** will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an **insured person** and not on behalf of **you** this condition should be read as if it applies only to that **insured person's** claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

12. One claim

All claims against any one or more **insured** arising from:

- a) one act or omission; and/or
- b) one series of related acts or omissions; and/or
- c) the same act or omission in a series of related matters or transactions; and/or
- d) similar acts or omissions in a series of related matters or transactions; and/or
- e) one matter or transaction

will be regarded as one claim. All such claims will be considered first made on the date upon which the earliest claim is made.

13. Other insurances

This policy shall always apply as excess over any other valid or collectable insurance or indemnification (other than from **us**) available to the **insured**. When any other insurer has acknowledged a duty to defend any claim that would otherwise be subject to coverage under this policy, this policy shall not respond or contribute to such **defence costs** to the extent of that other insurers duty to defend.

In the event of a claim made against an **outside entity executive** cover provided by this policy will be specifically excess of:

- a) any indemnification provided by an **outside entity**; and
- b) any insurance coverage afforded to an **outside entity** or its directors or officers or equivalent executive or management position.

In the event such other Directors' and Officers' or Management Liability insurance coverage afforded to the **outside entity** or any of its directors or officers is provided by **us** or Zurich Insurance Group or would be provided but for the application of the retention amount, exhaustion of the **limit of indemnity** or failure to submit a notice of a claim as required then **our limit of indemnity** for all claims under this policy in respect of such cover will be reduced by the amount of the **limit of indemnity** as stated in the schedule of the other Zurich Insurance Group insurance provided to such **outside entity**.

14. Payment by instalments

Reference to the payment of premium includes payment by monthly instalments. If **you** pay by this method this policy remains an annual contract.

15. Recoveries

Any sums recovered following payment under this policy will after the deduction of the costs incurred in the course of such recovery be distributed as follows:

- a) firstly to **you** in respect of any sum by which the amount of the **financial loss** exceeded the **limit of indemnity**
- b) secondly to **us** to the extent of the claim paid or payable
- c) finally to **you** for the amount of any **excess** applicable.

16. Representations and severability

Not applicable to Section E

The **proposal** will be construed as a separate **proposal** for coverage by each **insured**. No statement in the **proposal** or knowledge possessed by **you** will be imputed to any other **insured person** for the purpose of determining if coverage is available. The declarations, representations and warranties in the **proposal** and knowledge possessed by any past, present or future Chief Executive Officer, Chief Financial Officer, Director of Human Resources, and/or in-house General Counsel of the **insured company** will be imputed to the **insured company** for determining if coverage is available with respect to claims against such party under the applicable section of the policy.

17. Sanctions

Notwithstanding any other terms of this policy **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service or benefit would violate any applicable trade or economic sanctions law or regulation.

18. Subrogation

Upon any payment made or to be made under any section of this policy **we** will be entitled to assume conduct of all rights of recovery available to **you** and **you** will render all reasonable assistance to **us** in the prosecution of such rights including but not limited to trying to recover from the **insured company** any deductible paid by **us**.

You will execute all papers reasonably required and will take all reasonable action that may be necessary to secure any and all of **our** subrogation rights. With respect to Section A only in no event will **we** exercise **our** rights of subrogation against an **insured person** under this policy unless it is determined by a written admission, a final judgment or other adjudication in the underlying action or in a separate action or proceeding that such **insured person** had obtained an illegal profit or advantage or committed an intentionally dishonest act or omission or intentionally fraudulent act or omission.

19. Termination

Cover under this policy shall terminate at the earliest of the following times:

- a) 7 days after the receipt by **you** of a written notice of termination from **us** for non-payment of premium
- b) expiration of the policy period (but expiration of the policy period shall not terminate cover under an obtained bilateral **extended reporting period**)
- c) receipt by **us** of written notice of termination from **you**
- d) such other time as may be agreed upon by **us** and **you** in writing.

If, at the time of termination of cover under this policy, no **insured** has given notice of a claim, circumstances which are likely to give rise to a claim, a **kidnapping event** or an **extortion**, **we** shall refund the unearned premium:

- i) computed at customary short rates, if cover under this policy is terminated by **you** or if an obtained **extended reporting period** comes to an end as a result of another insurance policy being taken out and **you** give **us** written notice that such other insurance policy has been taken out; or
- ii) computed pro-rata, if cover under this policy is terminated other than by **you**.

20. Territorial limits

Cover under this policy will apply:

- a) under Sections A, B, C and D to **financial loss** resulting from any **claim** or **wrongful act**
- b) under Section E to **financial loss** arising from **acts of fraud or dishonesty** occurring anywhere in the world.

21. Written consent

Other than for **emergency costs** as noted in Sections A, B, C and D of the schedule, **our** written consent must be obtained before:

- a) any **defence costs** are incurred
- b) any legal representative is retained to defend any **insured** or to take any steps in connection with any legal proceedings that may potentially be covered by this policy
- c) any offer is made or accepted
- d) any admission
- e) any claim is settled.

Claims conditions

Claims conditions applicable to Sections A, B and D

1. Claims notification

Upon learning of any circumstance or receiving verbal or written notice of any **claim you** must tell **us** as soon as reasonably possible and in any event no later than 45 days after the expiry of the period of insurance of:

- a) any **claim**
- b) any **insured person** being required to attend an **investigation**.

If an **insured** becomes aware of any circumstances which may reasonably be expected to give rise to a **claim** being made against an **insured** then **you** will have the right to give written notice to **us** of those circumstances within the period of insurance such notice to comprise the **wrongful act** allegations anticipated and the reasons for anticipating such a **claim**.

Written notice must include but is not limited to a description of the **claim, investigation** or circumstance as applicable, the nature of the alleged or potential damage, the names of the actual or potential claimants and the date and manner in which the **insured** first became aware of the **claim, investigation** or circumstance.

2. Claims series

Any **claim** or **investigation** whether made before, during or after the period of insurance or series of such **claims, employment claims** or **investigations** which arise out of the same **wrongful act** or which have the same originating cause or are otherwise causally connected will constitute a single **claim** or **investigation** for the purposes of this policy.

All such **claims** and such **investigations** that constitute a single **claim** or **investigation** under this condition will be deemed to have been made during the period of insurance if either the first such **claim** or first such **investigation** was first made during the period of insurance.

Provided always that if the first such **claim** or first such **investigation** was made prior to the period of insurance then all such **claims** and **investigations** will be deemed to have been made prior to the period of insurance and therefore excluded from cover.

3. Defence of claim

It is the duty of an **insured** when receiving a **claim** to take all reasonable steps to defend such **claim** and not do anything which may prejudice **our** position.

We will have no duty to defend any **claim** made under this policy.

Provided always that for any **claim** which may be covered under this policy **we** will have the right to be provided with all such information regarding the **claim** as **we** will reasonably require and **we** will be kept fully informed regarding all matters regarding the investigation, defence or settlement of any **claim** and will have the right to receive copies of all relevant documents.

In the event of any dispute between **you** and **us** regarding whether or not to contest any claim then the arbitration procedure described by General condition 1 will apply.

4. Fair allocation

If a **claim** made against any **insured** and any defendant not insured under this policy includes both **financial loss** which is covered under this policy and financial loss together with associated defence costs which are not covered then **we** and **you** will use all reasonable endeavours to determine a fair allocation between **financial loss** which is covered and financial loss which is not covered under this policy.

5. First settlement offer

If **you** consent to the first reasonable settlement offer made by the claimant which **we** support and recommend with regard to a **claim** which results in a settlement of the **claim** then the applicable **excess** amount will be retroactively reduced by 50% provided always that **you** agree to such settlement within 21 days of the settlement first being recommended by **us** and that the **financial loss** of the **claim** exceeds the **excess**.

6. Joint insured

If **you** are a **joint insured our limit of indemnity** for **financial loss** sustained by any or all of the Limited Companies, Limited Liability Partnerships or **partnerships** named in the schedule as forming part of **you** will not exceed the amount for which **we** would be liable if all **financial loss** were sustained by any one of the said Limited Companies, Limited Liability Partnerships or **partnerships**.

7. Payments

We will pay **defence costs** covered under this policy to an **insured** as and when those **defence costs** fall due. If an **insured** has no entitlement to payment for **financial loss** under the terms and conditions of this policy the **insured** must repay **us** any payments of **defence costs** which have been made by **us**.

8. Payments on behalf of insured persons

If the **insured company** fails for reasons other than insolvency to indemnify the **insured person** to the fullest extent permitted or required by law in respect of **financial loss** covered under this policy **we** will pay such **financial loss** on behalf of the **insured person**. **We** will then be entitled to obtain reimbursement from the **insured company** for all payments made by **us** that would not have been made if the indemnity had been provided by the **insured company**.

Claims conditions applicable to Section C

1. Claims notification

Upon learning of any circumstance or receiving verbal or written notice of any **employment claim you** must tell **us** as soon as reasonably possible and in any event no later than 45 days after the expiry of the period of insurance of:

- a) **employment claim**
- b) any **insured person** being required to attend an **investigation**.

If an **insured** becomes aware of any circumstances which may reasonably be expected to give rise to an **employment claim** being made against an **insured** then **you** will have the right to give written notice to **us** of those circumstances within the period of insurance such notice to comprise the **wrongful act** allegations anticipated and the reasons for anticipating such **employment claim**.

Written notice must include but is not limited to a description of the **employment claim, investigation** or circumstance as applicable, the nature of the alleged or potential damage, the names of the actual or potential claimants and the date and manner in which the **insured** first became aware of the **employment claim, investigation** or circumstance.

2. Claims series

Any **employment claim** or **investigation** whether made before, during or after the period of insurance or series of such **employment claims** or **investigations** which arise out of the same **wrongful act** or which have the same originating cause or are otherwise causally connected will constitute a single **employment claim** or investigation for the purposes of this policy.

All such **employment claims** and such **investigations** that constitute a single **employment claim** or **investigation** under this condition will be deemed to have been made during the period of insurance if either the first such **employment claim** or first such **investigation** was first made during the period of insurance.

Provided always that if the first such **employment claim** or first such **investigation** was made prior to the period of insurance then all such **employment claims** and **investigations** will be deemed to have been made prior to the period of insurance and therefore excluded from cover.

3. Defence of claim

It is the duty of an **insured** when receiving an **employment claim** to take all reasonable steps to defend such **employment claim** and not do anything which may prejudice **our** position.

We will have no duty to defend any **employment claim** made under this policy.

Provided always that for any **employment claim** which may be covered under this policy **we** will have the right to be provided with all such information regarding the **employment claim** as **we** will reasonably require and **we** will be kept fully informed regarding all matters regarding the investigation, defence or settlement of any **employment claim** and will have the right to receive copies of all relevant documents.

In the event of any dispute between **you** and **us** regarding whether or not to contest any **employment claim** then the arbitration procedure described by General condition 1 will apply.

We will be entitled to take over the defence or settlement including the appointment of legal counsel of any **employment claim** made under this section. **We** may at any time pay the maximum amount payable under this section after deduction of any sum or sums already paid or any lower amount for which any **employment claim** can be settled and then relinquish the conduct and control and be under no further liability in respect of the **employment claim** except for the payment of **defence costs** incurred prior to the date of such payment.

If in **our** view an **employment claim** can be compromised or settled but any **insured person** or **you** wish to further contest such **employment claim we** will not be under further liability for any amount over and above the original amount at which **we** in **our** view would have been able to achieve a compromise or settlement.

4. Fair allocation

If an **employment claim** made against any **insured** and any defendant not insured under this policy includes both **financial loss** which is covered under this policy and financial loss together with associated **defence costs** which are not covered then **we** and **you** will use all reasonable endeavours to determine a fair allocation between **financial loss** which is covered and financial loss which is not covered under this policy.

5. Joint insured

If **you** are a **joint insured our limit of indemnity** for **financial loss** sustained by any or all of the Limited Companies, Limited Liability Partnerships or **partnerships** named in the schedule as forming part of **you** will not exceed the amount for which **we** would be liable if all **financial loss** were sustained by any one of the said Limited Companies, Limited Liability Partnerships or **partnerships**.

6. Payments

We will pay **defence costs** covered under this policy to an **insured** as and when those **defence costs** fall due. If an **insured** has no entitlement to payment for **financial loss** under the terms and conditions of this policy the **insured** must repay **us** any payments of **defence costs** which have been made by **us**.

7. Payments on behalf of insured persons

If the **insured company** fails for reasons other than insolvency to indemnify the **insured person** to the fullest extent permitted or required by law in respect of **financial loss** covered under this policy **we** will pay such **financial loss** on behalf of the **insured person**. **We** will then be entitled to obtain reimbursement from the **insured company** for all payments made by **us** that would not have been made if the indemnity had been provided by the **insured company**.

Claims conditions applicable to Section E

1. Claims notification and proof of loss

As soon as reasonably possible upon the **discovery** of **financial loss** and whether or not **you** intend to make a claim under this policy **you** will notify **us** in writing but in any event no later than 30 days after the expiry of the period of insurance or any **extended reporting period**. Such notice will include but not be limited to a description of the circumstances leading to the **financial loss** and the names if known of the persons causing such **financial loss**.

In addition **you** will provide **us** with proof of **financial loss** within 6 months of the **discovery** of any insured **financial loss** under this policy or with **our** prior consent within such additional time as **you** may request such consent not to be unreasonably withheld by **us**.

2. Claims series

Where more than one **financial loss** that may give rise to a **claim** arises from one **act of fraud or dishonesty** or from a series of **acts of fraud or dishonesty** which are connected causally with another or which are by any means inter-related or inter-connected they will be deemed to be a single **financial loss** notwithstanding the number of **financial loss** notifications that have been made and such single **financial loss** will be attributed solely to the period of insurance during which the first **financial loss** arising from such series of **acts of fraud and dishonesty** was **discovered**.

3. Limitation

Our total liability for **financial loss** arising from any one **act of fraud or dishonesty**:

- a) sustained by any or all of the persons, companies, **partnerships** or other entities forming part of the **insured company** will not exceed the amount for which **we** would be liable if all losses were sustained by any one of the persons, companies, **partnerships** or other entities forming part of the **insured company**; and
- b) will not exceed the **limit of indemnity**.

4. Loss settlement

We may with **your** consent settle any claim for **financial loss** of **property** with the owner thereof. Any **property** for which **we** have made indemnification will become **our property**. **We** may at **our** discretion pay such actual cash value or make such repairs or replacements.

If **we** and **you** cannot agree upon such cash value or such cost of repairs or replacements such cash value or such cost will be determined by arbitration in accordance with General condition 1.

5. Submission of records

In the event of a **financial loss** **you** will immediately upon **our** request deliver to **us** all pertinent records, information, explanation and other evidence as may be reasonably required for the purposes of investigating or verifying the **financial loss** together with a statutory declaration of the truth of the **financial loss** and of any matters connected with it if required.

ARAG Head and Registered Office

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Zurich Management Services Limited

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